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10 Plaintiffs Arlis Villalta, Erika Gil, and Katty Zavala,
11 on behalf of themselves and the Class

12 *[Additional counsel listed on following page]*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

15 ARLIS VILLALTA, an individual, ERIKA
16 GIL, an individual, and KATTYA ZAVALA,
17 an individual, on behalf of themselves and all
18 others similarly situated,

19 Plaintiff,
20 vs.

21 LEONARDO’S RESTAURANT INC., a
22 California corporation; LA BOOM INC., a
23 California corporation; LA NORIA, INC.; LA
24 NORIA ENTERTAINMENT INC., a
25 California corporation; LEBA INC., a
26 California corporation; LEOLO, INC., a
27 California corporation; FERMAX INC., a
28 California corporation; EL LEON
RESTAURANT INC., a California
corporation; LEONARDO LOPEZ, an
individual; and DOES 5 through 100,
inclusive,

Defendants.

CASE NO. BC542133

CLASS ACTION

[Assigned for all purposes to
Honorable Amy D. Hogue, Dept. SS-7]

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

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10 Attorneys for Defendants Leonardo's Restaurant Inc.,
La Noria Entertainment, Inc., Leba, Inc.,
11 Leonardo Lopez, Leolo, Inc., Fermax, Inc.,
and El Leon Restaurant, Inc.
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1 IT IS HEREBY STIPULATED, by and between Plaintiffs Arlis Villalta (“Villalta”), Erika
2 Gil (“Gil”), and Kattya Zavala (“Zavala”), individually and on behalf of all others similarly
3 situated, on the one hand, and defendants Leonardo’s Restaurant, Inc. (“Leonardo’s”), La Noria
4 Entertainment, Inc. (“La Noria”), Leba Inc. (“Leba”), Fermax, Inc. (“Fermax”), Leolo, Inc.
5 (“Leolo”), El Leon Restaurant, Inc. (“El Leon”), and Leonardo Lopez (“Lopez”), on the other
6 hand, and subject to the approval of the Court, that this action is hereby compromised and settled
7 pursuant to the terms and conditions set forth in this Stipulation of Class and Representative
8 Action Settlement (“Stipulation”) and that the Court shall make and enter judgment, subject to the
9 continuing jurisdiction of the Court and to the definitions, recitals, and terms set forth herein
10 which by this reference become an integral part of the Stipulation.

11 DEFINITIONS

12 1. “Action” means the class and representative action *Villalta, et al. v. Leonardo’s*
13 *Restaurant, Inc., et al.*, Los Angeles County Superior Court Case No. BC542133.

14 2. “Aggrieved Employees” means all persons employed by Defendants as non-
15 exempt employees in California during the PAGA Period.

16 3. “Attorneys’ Fees and Costs” means reasonable attorneys’ fees for Class Counsel’s
17 litigation and resolution of this Action and Class Counsel’s expenses and costs reasonably
18 incurred in connection with this Action.

19 4. “Claim Form” means the form, substantially in the form attached hereto as **Exhibit**
20 **3**, which shall be available from the Settlement Administrator and on the settlement website,
21 which Class Members who are not identified in the Class Information may submit to the
22 Settlement Administrator to receive their respective share of the Net Settlement Amount. The
23 Claim Form will be available in both English and Spanish.

24 5. “Class Counsel” means Matern Law Group, PC.

25 6. “Class Information” means information regarding Class Members that Defendants
26 shall in good faith compile from their records and shall be authorized by the Court to transmit in a
27 secure manner to the Settlement Administrator and Class Counsel. Class Information shall be
28 transmitted in electronic form and shall include each Class Member’s full name, last known

1 address and last known telephone number, Social Security number, and Compensable
2 Workweeks. If any of the information for the Class Member is unknown, then Defendants are to
3 provide all the information available to them on each Class Member to the Settlement
4 Administrator.

5 7. “Class Members” means all persons employed by Defendants as non-exempt
6 employees in California during the Class Period.

7 8. “Class Notice” means the Notice of Class Action Settlement, substantially in the
8 form attached hereto as **Exhibit 1**, which shall be subject to Court approval and which the
9 Settlement Administrator shall mail to each Class Member explaining the terms of this Stipulation
10 and the Settlement. The Class Notice will be provided in both English and Spanish. The Class
11 Notice shall be mailed to Class Members in an envelope substantially in the form attached hereto
12 as **Exhibit 2**.

13 9. “Class Period” means the period from April 9, 2010 to May 14, 2021.

14 10. “Class Representative Service Award” means the amount that the Court authorizes
15 to be paid to Plaintiffs, in addition to Plaintiffs’ Individual Settlement Payments, in recognition of
16 Plaintiffs’ efforts and risks in prosecuting the Action.

17 11. “Compensable Workweeks” means the total number of weeks during which a
18 Class Member performed work as a non-exempt employee of Defendants in California during the
19 Class Period and/or PAGA Period, based on Defendants’ records, and which shall be used to
20 calculate Individual Settlement Payments.

21 12. “Defendants” means Leonardo’s Restaurant, Inc., La Noria Entertainment, Inc.,
22 Leba Inc., Fermax, Inc., Leolo Inc., El Leon Restaurant, Inc., and Leonardo Lopez, collectively.

23 13. “Defense Counsel” means Prata & Daley LLP and Charles Murray III.

24 14. “Effective Date” means: (a) if there are no objections to the Settlement, the date
25 upon which the Judgment is entered by the Court; (b) if there are objections to the Settlement, and
26 if an appeal, review or writ is not sought from the Judgment, the sixty-first (61st) day after the
27 date upon which the Judgment is entered; or (c) if an appeal, review or writ is sought from the
28 Judgment, the date upon which all appellate and/or other proceedings resulting from the appeal,

1 review or writ have been finally terminated in such a manner as to permit the Judgment to take
2 effect in substantially the form described herein.

3 15. "Employers' Share of Payroll Taxes" means Defendants' portion of payroll taxes,
4 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement
5 Payments that constitutes wages. The Employers' Share of Payroll Taxes shall be paid from the
6 Maximum Settlement Amount.

7 16. "Final Approval Hearing" means the hearing to be conducted by the Court after
8 the filing of an appropriate motion by Plaintiffs and following appropriate notice to Class
9 Members giving Class Members an opportunity to request exclusion from the class and
10 Settlement and to object to the Settlement, at which time Plaintiffs shall request that the Court
11 finally approve the Settlement, enter the Judgment, and take other appropriate action.

12 17. "Individual PAGA Payment" means the amount payable from the PAGA Payment
13 to each Aggrieved Employee.

14 18. "Individual Settlement Payment" means the amount payable from the Net
15 Settlement Amount to each Participating Class Member and, if applicable, the Individual PAGA
16 Payment.

17 19. "Judgment" means the judgment to be entered by the Court upon granting final
18 approval of the Settlement and this Stipulation as binding upon the Parties and Participating Class
19 Members.

20 20. "LWDA" means the California Labor and Workforce Development Agency.

21 21. "LWDA Payment" means the portion of the PAGA Payment payable to the
22 LWDA.

23 22. "Maximum Settlement Amount" means the maximum amount Defendants shall
24 have to pay in connection with this Settlement, by way of a common fund, which shall be
25 inclusive of all Individual Settlement Payments to Participating Class Members, Attorneys' Fees
26 and Costs, the Class Representative Service Awards, Settlement Administration Costs, the
27 Employers' Share of Payroll Taxes, and the LWDA Payment. Subject to Court approval and the
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1 terms of this Stipulation, the Maximum Settlement Amount Defendants shall be required to pay is
2 Four Million Three Hundred Thousand Dollars (\$4,300,000.00).

3 23. "Net Settlement Amount" means the Maximum Settlement Amount, less
4 Attorneys' Fees and Costs, the Class Representative Service Awards, Settlement Administration
5 Costs, the Employers' Share of Payroll Taxes, and the PAGA Payment.

6 24. "Notice of Objection" means a Class Member's written objection to the
7 Settlement.

8 25. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California
9 Labor Code sections 2698, et seq.

10 26. "PAGA Payment" means the amount payable from the Maximum Settlement
11 Amount to resolve the PAGA claim alleged in the Action. The PAGA Payment shall equal Two
12 Hundred and Fifteen Thousand Dollars (\$215,000.00). Seventy-five percent (75%) of the PAGA
13 Payment shall be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved
14 Employees as Individual PAGA Payments.

15 27. "PAGA Period" means the period from March 9, 2013 to May 14, 2021.

16 28. "Participating Class Members" means Plaintiffs and all other Class Members who
17 do not submit a valid and timely Request for Exclusion.

18 29. "Parties" means Plaintiffs and Defendants.

19 30. "Plaintiffs" means plaintiffs Arlis Villalta, Erika Gil, and Kattya Zavala,
20 collectively.

21 31. "Preliminary Approval Order" means the order to be issued by the Court
22 approving and authorizing the mailing of the Class Notice by the Settlement Administrator,
23 approving and authorizing the Publication Notice, setting the date of the Final Approval Hearing
24 and granting preliminary approval of the Settlement set forth in this Stipulation, among other
25 things.

26 32. "Publication Notice" means the Notice of Class Action Settlement, substantially in
27 the form attached hereto as **Exhibit 4**, which shall be subject to Court approval and which the
28 Settlement Administrator shall cause to be published in English and Spanish-language

1 newspapers of general circulation in Los Angeles County, California in a manner designed to
2 provide the best notice that is practicable under the circumstances.

3 33. “Released Claims” means the release of claims as described in Paragraph 53.

4 34. “Released Parties” means Defendants and their employees, agents, officers,
5 shareholders, and affiliated entities.

6 35. “Request for Exclusion” means a written request by a Class Member to opt out of,
7 or exclude oneself from, the Settlement.

8 36. “Response Deadline” means the date sixty (60) days after the Settlement
9 Administrator mails the Class Notices to Class Members and the last date on which Class
10 Members may submit a Request for Exclusion, Notice of Objection, Claim Form, and/or dispute
11 regarding their own number of Compensable Workweeks.

12 37. “Settlement” means the final and complete disposition of the Action pursuant to
13 this Stipulation.

14 38. “Settlement Administration Costs” means the reasonable costs and fees of
15 administering the Settlement to be paid from the Maximum Settlement Amount to the Settlement
16 Administrator, including, but not limited to: (i) translating the Class Notice, Publication Notice,
17 and Claim Form into Spanish; (ii) printing, mailing and re-mailing (if necessary) of Class Notices
18 to Class Members; (iii) preparing and providing notice of the settlement by print and internet
19 publication; (iv) establishing a settlement website; (v) preparing and submitting to Participating
20 Class Members and government entities all appropriate tax filings and forms; (vi) computing the
21 amount of and distributing Individual Settlement Payments, Attorneys’ Fees and Costs, and the
22 PAGA Payment; (vii) processing and validating Claim Forms, Requests for Exclusion, and
23 Notices of Objection; (viii) establishing a Qualified Settlement Fund (“QSF”), as defined by the
24 Internal Revenue Code; and (iv) calculating and remitting to the appropriate government agencies
25 all employer and employee payroll tax obligations arising from the Settlement and preparing and
26 submitting filings required by law in connection with the payments required by the Settlement.

27 39. “Settlement Administrator” means CPT Group.

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RECITALS

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2 40. Procedural History. On April 9, 2014, Villalta filed this class and representative
3 wage and hour action against defendants Leonardo’s, La Noria, Leba, and Lopez.

4 41. On November 14, 2014, Villalta filed a First Amended Complaint. On December
5 10, 2015, Villalta and Gil filed a Second Amended Complaint, which added Gil as a named
6 plaintiff and proposed class representative. On September 1, 2017, Plaintiffs filed a Third
7 Amended Complaint, which added Zavala as a named plaintiff and proposed class representative.
8 The operative complaint Third Amended Complaint alleging causes of action for (1) failure to
9 provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay
10 overtime wages; (4) failure to pay minimum wage; (5) failure to pay gratuities; (6) failure to pay
11 all wages due to discharged and quitting employees; (7) failure to maintain required records; (8)
12 failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary
13 expenditures incurred in discharge of duties; (10) wage deductions in violation of Labor code
14 §221 and Wage Order No. 5-2001; (11) unfair and unlawful business practices; and (12) a
15 representative PAGA action.

16 42. On May 22, 2015, Villalta filed Amendments to Complaint, naming El Leon and
17 Leolo as doe defendants. On June 18, 2015, Villalta filed an Amendment to Complaint naming
18 Fermax as a doe defendant.

19 43. On October 3, 2016, Villalta and Gil filed their motion for class certification. On
20 September 7, 2017 and April 30, 2018, the Honorable Elihu M. Berle certified two classes as to
21 the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Eleventh Causes of
22 Action, defining the certified class as: “All persons who work or worked as non-exempt
23 employees of Defendants Leonardo’s Restaurant, Inc., La Noria Entertainment, Inc., Leba, Inc.,
24 Leolo, Inc., Fermax, Inc., and El Leon, Inc. (collectively “Defendants”) in California at any time
25 from April 9, 2010 until the date of the order granting class certification....” The first certified
26 class period runs from April 9, 2010 to September 7, 2017, for all non-exempt employees of
27 Defendants with the exception of those who signed releases. The second class period, on behalf
28 of the sub-class of non-exempt employees of Defendants who signed releases, ran from April 9,

1 2010 to April 30, 2018. The certified class and the subclass of individuals who signed releases
2 included the following same twelve (12) subclasses:

- 3 • Meal Period Subclass: All persons who work or worked for Defendants as non-
4 exempt employees in California at any time during the class period, and
5 worked one or more shifts longer than five hours;
- 6 • Second Meal Period Subclass: All persons who work or worked for Defendants
7 as non-exempt employees in California at any time during the class period and
8 worked one or more shifts longer than ten hours;
- 9 • Rest Break Subclass: All persons who work or worked as non-exempt
10 employees of Defendants in California at any time during the class period, and
11 worked one or more shifts longer than three and one-half hours;
- 12 • Shaved Time Subclass A: All persons who work or worked for Defendants as
13 non-exempt employees in California at any time during the class period and
14 were not paid for all the time they were “clocked in.”
- 15 • Shaved Time Subclass B: All persons who work or worked for Defendants as
16 non-exempt employees in California at any time during the class period, and
17 worked one or more shifts of longer than 8 hours and/or worked one or more
18 weeks of longer than 40 hours, and were not paid for all the time they were
19 “clocked in.”
- 20 • Off-the-Clock Subclass A: All persons who work or worked for Defendants as
21 non-exempt employees in California at any time during the class period, and
22 were required to perform work before clocking in and/or after clocking out
23 and/or were not paid for their time traveling from one of Defendants’ locations
24 to another;
- 25 • Off-the-Clock Subclass B: All persons who work or worked for Defendants as
26 non-exempt employees in California at any time during the class period, and
27 worked one or more shifts of longer than 8 hours and/or worked one or more
28 weeks of longer than 40 hours, and were required to perform work before
clocking in and/or after clocking out and/or were not paid for their time
traveling from one of Defendants’ locations to another;
- Gratuity Subclass: All persons who work or worked for Defendants as non-
exempt employees in California at any time during the class period and were
not paid the full amount of credit card gratuities that they were owed;
- Reimbursement Subclass: All persons who work or worked for Defendants as
non-exempt employees in California as servers, bartenders, busboys or
barbacks, at any time during the class period, and were not reimbursed for the
costs of required uniforms, including costumes, corsets, and colored shirts;

- 1 • Failure to Timely Pay Wages Subclass: All persons who work or worked for
2 Defendants as non-exempt employees in California at any time during the class
3 period, who quit and were not paid their final check within 72 hours or who
4 were terminated and not paid their final check on their last date of
5 employment;
- 6 • Failure to Maintain Required Records Subclass: All persons who work or
7 worked for Defendants as non-exempt employees in California at any time
8 during the class period for whom Defendants failed to maintain required
9 records;
- 10 • Wage Statement Subclass: All persons who work or worked for Defendants as
11 non-exempt employees in California at any time during the class period and
12 received wage statements which did not show all hours worked and/or
13 overtime pay.

14 44. On February 19, 2020, Defendants filed a motion to decertify the class and
15 subclasses. On February 26, 2020, before the motion to decertify the class and subclasses was
16 heard, the Parties stipulated to decertify four of the sub-classes and dismiss two causes of action,
17 including decertifying the Off-the-Clock Subclass A, Off-the-Clock Subclass B, Gratuity
18 Subclass, and Reimbursement Subclass, as well as dismissing Plaintiff's Fifth and Ninth Causes
19 of Action for failure to pay gratuities and failure to reimbursement, respectively. At the hearing
20 on the motion to decertify, the Honorable Amy D. Hogue granted in part and denied in part
21 Defendants' motion, decertifying the subclass for failure to pay wages upon termination and the
22 subclass of employees who signed releases, while denying decertification as to the following
23 subclasses: the meal break subclasses, the rest break subclass, the shaved time subclasses, the
24 failure to maintain required records subclass, and the wage statement subclass (as to the Pico
25 Rivera Sports Arena only).

26 45. On May 10, 2021 and May 14, 2021, the Parties participated in a mandatory
27 settlement conference before the Honorable Daniel J. Buckley. At the end of the mandatory
28 settlement conference on May 14, 2021, Judge Buckley made a settlement proposal that would
fully resolve the matter and the Parties accepted the proposal that same day, subject to the Parties
entering into a more comprehensive written settlement agreement.

46. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class
Counsel recognize the expense and length of continued proceedings necessary to litigate

1 Plaintiffs' claims in the Action through trial and through any possible appeals. Plaintiffs also
2 have taken into account the uncertainty and risks of the outcome of further litigation, and the
3 difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of
4 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
5 generally and in response to Defendants' defenses thereto, and the difficulties in establishing
6 damages, penalties, restitution and other relief sought in the Action. Plaintiffs and Class Counsel
7 also have taken into account Defendants' agreement to enter into a settlement that confers
8 substantial benefits upon the Class Members. Based on the foregoing, Plaintiffs and Class
9 Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and
10 reasonable and is in the best interests of all Class Members.

11 47. Defendants' Reasons for Settlement. Defendants have concluded that any further
12 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
13 Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall
14 continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendants also have
15 taken into account the risks of further litigation in reaching their decision to enter into this
16 Settlement. Even though Defendants contend they are not liable for any of the claims alleged by
17 Plaintiffs in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the
18 terms set forth in this Stipulation and to put to rest the claims alleged in this Action. Defendants
19 have asserted and continue to assert that the claims alleged by Plaintiffs have no merit and do not
20 give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a
21 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to
22 herein, and no action taken to carry out this Stipulation, shall be construed or used as an
23 admission by or against Defendants as to the merits or lack thereof of the claims asserted in the
24 Action. Defendants contend they have complied with all applicable state, federal and local laws.

25 TERMS OF SETTLEMENT

26 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
27 set forth herein, the Parties agree, subject to the Court's approval, as follows:
28

1 48. Binding Settlement. This Settlement shall bind the Parties, Aggrieved Employees,
2 and all Participating Class Members, subject to the terms and conditions hereof and the Court's
3 approval.

4 49. Tax Liability. The Parties make no representations as to the tax treatment or legal
5 effect of the payments specified herein, and Class Members are not relying on any statement or
6 representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating
7 Class Members and Class Counsel understand and agree that they shall be responsible for the
8 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the
9 Parties, Class Counsel and Defense Counsel free and harmless from and against any claims
10 resulting from treatment of such payments as non-taxable, including the treatment of such
11 payments as not subject to withholding or deduction for payroll and employment taxes.

12 50. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE
13 THAT (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN
14 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS
15 COUNSEL OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO
16 BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR
17 BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
18 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
19 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
20 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
21 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION,
22 (B) HAS NOT ENTERED INTO THIS STIPULATION BASED UPON THE
23 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
24 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
25 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
26 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
27 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
28 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY

1 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
2 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
3 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
4 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
5 STIPULATION.

6 51. Preliminary Approval of Settlement. The Parties agree to work diligently and
7 cooperatively to have this Settlement presented to the Court for preliminary approval. The
8 Preliminary Approval Order shall provide for, among other things, the Class Notice to be sent to
9 Class Members as specified herein.

10 52. Released Claims.

11 a. Participating Class Members' Released Claims. Upon full payment of the
12 Maximum Settlement Amount to the Settlement Administrator, all Participating Class Members
13 shall be deemed to have released the Released Parties of any and all claims and/or causes of
14 action certified in this Action and arising at any time during the Class Period, including the
15 following claims: (1) failure to provide required meal periods; (2) failure to provide required rest
16 periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to pay
17 gratuities (Labor Code § 351), (6) failure to pay all wages due to discharged and quitting
18 employees; (7) failure to maintain required records, (8) failure to furnish accurate itemized
19 statements, (9) failure to indemnify employees for necessary expenditures incurred in discharge
20 of duties; (10) unlawful wage deductions in violation of Labor Code § 221, Wage Order No. 5-
21 2001; and (11) unfair and unlawful business practices relating to the claims alleged in the Action.

22 b. Aggrieved Employees' Released Claims. Upon full payment of the
23 Maximum Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be
24 deemed to have released the Released Parties of any and all claims and/or causes of action under
25 PAGA which are based on the factual allegations set forth in the Action and arising at any time
26 during the PAGA Period.

27 c. Plaintiffs' Released Claims. Upon full payment of the Maximum
28 Settlement Amount, Plaintiffs shall release the Released Parties of any and all claims, demands,

1 rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state, local, or
2 common laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated,
3 unsuspected or latent, that have been or could have been asserted by Plaintiffs against Defendants
4 or any of the other Released Parties, arising at any time prior to entry of the Judgment, including
5 but not limited to those claims raised in the Actions, and those arising from or related to
6 Plaintiffs' work with Defendants.

7 As to the Released Claims only, Plaintiffs expressly waive all rights and benefits under the
8 terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
10 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
11 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
12 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
13 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
14 **THE DEBTOR OR RELEASED PARTY.**

15 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
16 full and complete release, Plaintiffs expressly acknowledge that this Settlement is intended to
17 include in its effect, without limitation, all claims which Plaintiffs do not know or suspect to exist
18 in their favor at the time of execution hereof, and that the Settlement contemplates the
19 extinguishment of all such claims.

20 53. Settlement Administration.

21 a. Within fourteen (14) days of entry of the Preliminary Approval Order,
22 Defendants shall provide the Settlement Administrator and Class Counsel with the Class
23 Information for purposes of mailing the Class Notices to Class Members.

24 i. Notice by First Class U.S. Mail. Upon receipt of the Class
25 Information, the Settlement Administrator shall perform a search based on the National Change
26 of Address Database maintained by the United States Postal Service to update and correct any
27 known or identifiable address changes. Within thirty (30) days after receiving the Class
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1 Information from Defendants as provided herein, the Settlement Administrator shall mail copies
2 of the Class Notice to all Class Members via regular First Class U.S. Mail.

3 ii. Undeliverable Class Notices. Any Class Notice returned to the
4 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-
5 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
6 Settlement Administrator shall conduct a search for a more current address for the Class Member
7 and, if another mailing address is identified by the Settlement Administrator, re-mail the Class
8 Notice to the Class Member whose Class Notice was returned as non-deliverable, within three
9 business days from receipt of the returned Class Notice. The steps to be taken by the Settlement
10 Administrator shall include, at a minimum, the tracking of all undelivered mail; re-mailing the
11 Class Notice to any forwarding address provided by the U.S. Postal Office; and performing
12 address searches for all Class Notices returned without a forwarding address using available email
13 addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook. The
14 Settlement Administrator will also work with Class Counsel and Defense Counsel to find a more
15 current address. In the event a Class Notice is returned as undeliverable a second time, no further
16 postal mailing shall be required. Class Members who are sent a re-mailed Class Notice shall have
17 their Response Deadline extended by fourteen (14) days from the date the Settlement
18 Administrator re-mails the Class Notice.

19 iii. Notice by Publication. Defendants represent that they are not in
20 possession of names and contact information for some Class Members. Therefore, in order to
21 provide notice to these Class Members, the Settlement Administrator shall provide notice of the
22 settlement by print publication in the Sunday edition of La Opinion, a Spanish language
23 newspaper in Los Angeles County, each Sunday for four (4) consecutive weeks. The first date of
24 the print publication will be on the same date that the Class Notice is mailed to the Settlement
25 Class members, or as soon thereafter as possible. In addition, notice will be provided by internet
26 publication in the form of Google advertisements with audience profiles targeting adults 18+ in
27 Los Angeles, California, who have recently been in Leonardo's restaurant locations and who
28 match the job titles of cook, line cook, bartender, hostess, server, and more. The Google

1 campaign will utilize relevant keywords, search topics, and terms related to the restaurant.
2 Sponsored ads will also be published by the Settlement Administrator on social media platforms
3 Facebook and Instagram in both English and Spanish. The digital publication campaign will take
4 place over 45-days. Both the print and internet publications shall notify Class Members of this
5 Settlement and direct them to a website maintained by the Settlement Administrator to obtain
6 additional information regarding the Settlement and a Claim Form which individuals who believe
7 they are Class Members but did not receive a Class Notice may submit to the Settlement
8 Administrator. The Parties agree that notice by publication in conjunction with mailing of the
9 Class Notices by regular First Class U.S. Mail provides the best notice practicable to Class
10 Members and fully complies with due process.

11 iv. Determination of Individual Settlement Payments. The Settlement
12 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
13 Payment under the terms of this Stipulation for all Class Members wherein no dispute is
14 submitted. The Settlement Administrator's determination of the eligibility for and amount of
15 each Individual Settlement Payment shall be binding upon the Class Member and the Parties, yet
16 subject to review by Class Counsel, Defense Counsel and the Court. If there is a dispute, the
17 Parties will attempt to agree upon the amount of Compensable Workweeks once a dispute is
18 raised, but if an agreement cannot be reached, the Settlement Administrator will be directed to
19 decide.

20 v. Disputes Regarding Administration of Settlement. Any dispute not
21 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
22 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
23 confer in good faith, if necessary, to resolve the dispute without the necessity of involving the
24 Court.

25 b. Exclusions. The Class Notice shall explain that Class Members who wish
26 to exclude themselves as a Class Member as part of this Settlement must submit a Request for
27 Exclusion to the Settlement Administrator by the Response Deadline. The Request for
28 Exclusion must: (1) contain sufficient information for the Settlement Administrator to ascertain

1 the identity of the Class Member, including the Class Member’s full name, address, telephone
2 number, the last four digits of the Class Member’s social security number, and/or the
3 approximate dates of employment with Defendants; (2) state, “I wish to exclude myself from the
4 Class in the lawsuit of *Villalta, et al. v. Leonardo’s Restaurant, Inc., et al.* ” or words to that
5 effect; (3) be signed by the Class Member; and (4) be postmarked or transmitted by email or
6 facsimile by the Response Deadline and returned to the Settlement Administrator at the specified
7 mailing address, email address, or facsimile number. Subject to review by Class Counsel,
8 Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the
9 Request for Exclusion or the time stamp on the email or facsimile shall be the exclusive means
10 used by the Settlement Administrator to determine whether a Class Member has timely requested
11 exclusion from the class and Settlement. Any Class Member who timely and properly requests
12 to be excluded as a Class Member shall not be entitled to any benefits as a Class Member under
13 the Settlement and shall not be bound by the terms of the Settlement as it applies to Class
14 Members nor shall the Class Member have any right to object to the Settlement or appeal from
15 the entry of the Judgment. However, the Parties agree that there is no statutory right for any
16 Aggrieved Employee to exclude himself or herself from the Settlement as it relates to the PAGA
17 claim. As such, to the extent that any Class Member is also an Aggrieved Employee, that
18 individual cannot exclude himself or herself from the Settlement as it relates to the PAGA
19 Payment or the Aggrieved Employees’ Released Claims as set forth in Paragraph 53(b). If an
20 Aggrieved Employee timely and properly requests to be excluded as a Class Member, he or she
21 will remain entitled to his or her Individual PAGA Payment and bound by the Aggrieved
22 Employees’ Released Claims pursuant to Paragraph 53(b). Class Members who do not submit a
23 valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all
24 terms of the Settlement and the Judgment entered in this Action if the Settlement is finally
25 approved by the Court. No later than ten (10) days after the Response Deadline, the Settlement
26 Administrator shall provide counsel for the Parties a complete list of all Class Members who
27 submitted a timely and valid Request for Exclusion.

28

1 c. Objections. The Class Notice shall state that Class Members who wish to
2 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by
3 the Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A
4 Notice of Objection must (1) state the full name, current address, telephone number, and
5 approximate dates of employment by Defendants of the Class Member; (2) be signed by the
6 Class Member; (3) identify this Action; (4) state the grounds for the objection; and (5) be
7 postmarked or transmitted by email or facsimile by the Response Deadline and returned to the
8 Settlement Administrator at the specified mailing address, email address, or facsimile number.
9 Subject to review by Class Counsel, Defense Counsel and the Court, the date of the postmark on
10 the return mailing envelope on the Notice of Objection or the time stamp of the email or
11 facsimile shall be the exclusive means used by the Settlement Administrator to determine
12 whether a Class Member has timely objected to the Settlement. Class Members who do not
13 submit a Notice of Objection or appear at the Final Approval Hearing to explain their
14 objection(s) shall be deemed to have waived any objections and shall be foreclosed from making
15 any objections (whether by appeal or otherwise) to the Settlement. At no time shall any of the
16 Parties, Class Counsel or Defense Counsel seek to solicit or otherwise encourage or discourage
17 Class Members from objecting to the Settlement or filing an appeal from the Judgment.

18 d. Submission of Claim Forms and Disputes Regarding the Number of
19 Compensable Workweeks. If a Class Member was not included in the Class Information, the
20 Class Member must submit a completed Claim Form and any supporting documentation to the
21 Settlement Administrator by the Response Deadline. If a Class Member was included in the
22 Class Information and disagrees with the number of Compensable Workweeks stated on the
23 Class Notice, the Class Member must send a letter (by mail or facsimile) or email to the
24 Settlement Administrator by the Response Deadline stating the reasons why they dispute the
25 number of Compensable Workweeks and provide any supporting documentation. The
26 Settlement Administrator shall provide copies of any Claim Forms and disputes to the Parties
27 within three (3) days of receipt. The Parties shall then meet and confer to determine whether an
28 agreement can be reached as to whether a person is a Class Member and/or the number of

1 Compensable Workweeks that should be applied. Should the Parties be unable to reach an
2 agreement, the Settlement Administrator will evaluate the evidence submitted by the Class
3 Member and make a decision as to whether a person is a Class Member and/or the number of
4 Compensable Workweeks that should be applied and the Individual Settlement Payment to
5 which the Class Member is entitled.

6 e. Monitoring and Reviewing Settlement Administration. The Parties have
7 the right to monitor and review the administration of the Settlement to verify that the monies
8 allocated under the Settlement are distributed in the correct amount, as provided for in this
9 Stipulation.

10 f. Best Efforts. The Parties agree to use their best efforts to carry out the
11 terms of this Settlement.

12 62. Funding and Allocation of Maximum Settlement Amount. No later than forty-five
13 (45) days after final approval of the Settlement, Defendants shall provide to the Settlement
14 Administrator in any feasible manner, including, but not limited to, by way of wire transfer, the
15 Maximum Settlement Amount. If this Settlement is not finally approved by the Court in full, or
16 is terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective
17 Date does not occur, then no portion of the Maximum Settlement Amount shall be paid. The
18 Settlement Administrator shall distribute the Individual Settlement Payments, Class
19 Representative Service Awards, PAGA Payment to the LWDA, and Settlement Administration
20 Costs by the later of fourteen (14) days after Defendants provide the Settlement Administrator
21 with the Maximum Settlement Amount or fourteen (14) days after the Effective Date. The
22 Settlement Administrator shall distribute Attorneys' Fees and Costs on the next business day
23 following the date Individual Settlement Payments are initially mailed to Participating Class
24 Members.

25 a. Individual Settlement Payments. Class Members who are identified in the
26 Class Information shall not be required to submit a claim in order to receive a share of the Net
27 Settlement Amount, and no portion of the Maximum Settlement Amount shall revert to
28 Defendants or result in an unpaid residue. Class Members who are not identified in the Class

1 Information shall receive a share of the Net Settlement Amount after submitting sufficient
2 information to the Settlement Administrator to determine the Class Member's eligibility for an
3 Individual Settlement Payment pursuant to Paragraph 54(d) above. Individual Settlement
4 Payments shall be paid by the Settlement Administrator from the Net Settlement Amount
5 pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed by the
6 Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's
7 and/or Aggrieved Employee's last known mailing address. Individual Settlement Payments shall
8 be sent to all Participating Class Members and/or Aggrieved Employees, including those for
9 whom a Class Notice was returned undelivered. Prior to mailing the Individual Settlement
10 Payments, the Settlement Administrator shall perform a search based on the National Change of
11 Address Database maintained by the United States Postal Service to update and correct any
12 known or identifiable address changes.

13 i. Each Participating Class Member's Individual Settlement Payment
14 shall be calculated solely by the Settlement Administrator according to the following formula:

15 (1) The Settlement Administrator shall divide the Net
16 Settlement Amount by the total number of Compensable Workweeks for all Participating Class
17 Members resulting in a value for each week worked by the Participating Class Members during
18 the Class Period ("Workweek Value").

19 (2) The Settlement Administrator shall then multiply the
20 number of Compensable Workweeks for each Participating Class Member by the Workweek
21 Value.

22 (3) In addition, all Aggrieved Employees shall receive a pro
23 rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on the
24 Aggrieved Employee's Compensable Workweeks during the PAGA Period.

25 ii. Individual Settlement Payments shall be made by check and shall
26 be made payable to each Participating Class Member and/or Aggrieved Employee as set forth in
27 this Stipulation.
28

1 iii. Individual Settlement Payments shall be allocated as follows:
2 twenty percent (20%) as wages subject to all applicable tax withholdings and eighty percent
3 (80%) as non-wage payments not subject to tax withholdings. The non-wage payments shall be
4 comprised of interest and all penalties, including PAGA penalties and other penalties provided for
5 under the California Labor Code. The Settlement Administrator shall issue an IRS Form W-2 to
6 each Participating Class Member for the portion of each Individual Settlement Payment allocated
7 as wages and subject to all applicable tax withholdings. The Settlement Administrator shall issue
8 an IRS Form 1099 to each Participating Class Member for the portion of each Individual
9 Settlement Payment allocated as non-wage penalties and interest and not subject to payroll tax
10 withholdings. Each Individual PAGA Payment shall be allocated to settlement of claims for civil
11 penalties and shall not be subject to wage withholdings and will be reported on an IRS Form
12 1099. The Settlement Administrator shall calculate the amount of the Employer's Share of
13 Payroll Taxes and shall remit and report the applicable portions of the payroll tax payment to the
14 appropriate taxing authorities in a timely manner. The payment of payroll taxes shall be paid
15 from the Maximum Settlement Amount.

16 iv. For any Individual Settlement Payment check returned as
17 undelivered that was directed to a Class Member whose Class Notice was also returned as
18 undelivered and for whom no new address was ascertained, no further steps need to be taken by
19 the Settlement Administrator with respect to such check. As to all other checks returned as
20 undelivered, the Settlement Administrator must perform address searches using available email
21 addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook. The
22 Settlement Administrator must re-mail checks to any new addresses ascertained thereby within
23 three (3) business days of the return of the check. In the event a re-mailed check is returned as
24 undelivered, no further postal mailing shall be required.

25 v. Individual Settlement Payment checks shall remain negotiable for
26 one hundred eighty (180) days from the date of the initial mailing. The Settlement Administrator
27 shall send a replacement check within three business days of a request by a Class Member that is
28 made prior to the void date stated on the original check, if the original check was lost or

1 misplaced, but not cashed. If an Individual Settlement Payment check remains uncashed after
2 one hundred eighty (180) days from the initial mailing, the Settlement Administrator shall re-
3 distribute the value of the uncashed checks, plus any interest that has accrued thereon, to those
4 Class Members who deposited or cashed their checks within one hundred eighty (180) days from
5 the initial mailing. The Settlement Administrator shall calculate the distribution of the second
6 mailing of checks as set forth in Paragraph 62(a)(i) above, only including those Class Members
7 who deposited or cashed their checks. For any portion of the Individual Settlement Payment
8 checks that remain uncashed after one hundred eighty (180) days from the second check mailing,
9 the Settlement Administrator shall distribute the value of the uncashed checks, plus any interest
10 that has accrued thereon, to Homeboy Industries, which provides job training and workforce
11 development to formerly gang-involved and previously incarcerated people, and Safe Place for
12 Youth (SPY), which is a nonprofit organization which advocates for and provides services to at-
13 risk youth, each of which will be awarded 50% of the cy pres award. The Settlement
14 Administrator shall void any tax documents issued to Participating Class Members who did not
15 cash their checks within one hundred eighty (180) days of the date of mailing. In such event, the
16 Participating Class Members shall nevertheless remain bound by the Settlement. Prior to the
17 Final Approval Hearing, the Parties shall provide the Court the total amount that will be payable
18 to Participating Class Members. The Parties also shall request that the Court set a date for the
19 Parties to report to the Court the total amount that was actually paid to Participating Class
20 Members. After the report is received, the Court shall amend the judgment to direct that the value
21 of the uncashed checks, plus any interest that has accrued thereon, be paid to the cy pres
22 recipients, as set forth above.

23 vi. All monies received by Participating Class Members under the
24 Settlement which are attributable to wages shall constitute income to such Participating Class
25 Members solely in the year in which such monies actually are received by the Participating Class
26 Members. It is expressly understood and agreed that the receipt of Individual Settlement
27 Payments shall not entitle any Participating Class Member to additional compensation or benefits
28 under any collective bargaining agreement or under any bonus, contest or other compensation or

1 benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle
2 any Participating Class Member to any increased pension and/or retirement, or other deferred
3 compensation benefits. It is the intent of the Parties that Individual Settlement Payments
4 provided for in this Stipulation are the sole payments to be made by Defendants to Participating
5 Class Members and/or Aggrieved Employees in connection with this Settlement, with the
6 exception of Plaintiffs, and that the Participating Class Members are not entitled to any new or
7 additional compensation or benefits as a result of having received the Individual Settlement
8 Payments. Furthermore, the receipt of Individual Settlement Payments by Participating Class
9 Members shall not, and does not, by itself establish any general, special, or joint employment
10 relationship between and among the Participating Class Member(s) and Defendants.

11 b. Class Representative Service Awards. Subject to Court approval, Plaintiffs
12 Arlis Villalta and Erika Gil shall be paid a Class Representative Service Award not to exceed
13 Twenty Thousand Dollars (\$20,000.00) each and Plaintiff Kattya Zavala shall be paid a Class
14 Representative Award not to exceed Ten Thousand Dollars (\$10,000.00), or any lesser amount as
15 awarded by the Court, for their time and effort in bringing and presenting the Action and for
16 releasing the Released Claims. Defendants shall not oppose or object to Plaintiffs' request for
17 Class Representative Service Awards in an amount not to exceed Twenty Thousand Dollars
18 (\$20,000.00) each to Plaintiffs Arlis Villalta and Erika Gil, and Ten Thousand Dollars
19 (\$10,000.00) to Plaintiff Kattya Zavala. The Settlement Administrator shall issue an IRS
20 Form 1099 to Plaintiffs for their Class Representative Service Awards. Plaintiffs shall be solely
21 and legally responsible to pay any and all applicable taxes on their Class Representative Service
22 Awards and shall hold harmless Defendants, Class Counsel and Defense Counsel from any claim
23 or liability for taxes, penalties, or interest arising as a result of payment of the Class
24 Representative Service Awards. The Class Representative Service Awards shall be made in
25 addition to Plaintiffs' Individual Settlement Payments. Any amount requested by Plaintiffs for
26 the Class Representative Service Award and not awarded by the Court shall become part of the
27 Net Settlement Amount and shall be distributed to Participating Class Members as part of their
28 Individual Settlement Payments.

1 c. Attorneys' Fees and Costs. Subject to Court approval, Class Counsel shall
2 be entitled to receive reasonable attorneys' fees in an amount not to exceed One Million Seven
3 Hundred and Twenty Thousand Dollars (\$1,720,000.00), which equals 40% of the Maximum
4 Settlement Amount. In addition, subject to Court approval, Class Counsel shall be entitled to an
5 award of costs not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000.00) for Class
6 Counsel's prosecution of the Action. Class Counsel shall provide the Settlement Administrator
7 with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to
8 process the Attorneys' Fees and Costs approved by the Court. Defendants shall not oppose or
9 object to Plaintiffs' request for an award of attorneys' fees in an amount not to exceed One
10 Million Seven Hundred and Twenty Thousand Dollars (\$1,720,000.00) and request for an award
11 of costs in an amount not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000.00). In
12 the event the Court awards Class Counsel less than One Million Seven Hundred and Twenty
13 Thousand Dollars (\$1,720,000.00) in attorneys' fees or less than Four Hundred and Fifty
14 Thousand Dollars (\$450,000.00) in costs, the difference shall become part of the Net Settlement
15 Amount and shall be distributed to Participating Class Members as part of their Individual
16 Settlement Payments. Class Counsel shall be solely and legally responsible to pay all applicable
17 taxes on the Attorneys' Fees and Costs. The Settlement Administrator shall issue an IRS
18 Form 1099 to Class Counsel for the Attorneys' Fees and Costs. This Settlement is not
19 conditioned upon the Court awarding Class Counsel any particular amount of attorneys' fees or
20 costs.

21 d. PAGA Payment. Two Hundred Fifteen Thousand Dollars (\$215,000.00)
22 from the Maximum Settlement Amount shall be allocated as penalties under PAGA, of which
23 One Hundred Sixty One Thousand Two Hundred and Fifty Dollars (\$161,250.00) shall be paid by
24 the Settlement Administrator directly to the LWDA. The remaining Fifty Three Thousand Seven
25 Hundred and Fifty Dollars (\$53,750.00) shall be distributed to Aggrieved Employees as part of
26 their Individual Settlement Payments.

27 e. Settlement Administration Costs. The Settlement Administration fees and
28 expenses, which are estimated not to exceed Thirty-Six Thousand Dollars (\$36,000.00), shall be

1 paid from the Maximum Settlement Amount. Prior to Plaintiffs filing a motion for final approval
2 of the Settlement, the Settlement Administrator shall provide the Parties with a statement
3 detailing the Settlement Administration Costs to date. The Parties agree to cooperate in the
4 Settlement Administration process and to make all reasonable efforts to control and minimize
5 Settlement Administration Costs.

6 i. The Parties represent they do not have any financial interest in the
7 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
8 could create a conflict of interest.

9 ii. The Settlement Administrator shall keep the Parties timely apprised
10 of the performance of all Settlement Administrator responsibilities required by the Settlement.
11 The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
12 regulations in which the Maximum Settlement Amount shall be placed and from which payments
13 required by the Settlement shall be made.

14 63. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
15 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to
16 grant final approval of the Settlement, including determining the amounts properly payable for:
17 (i) the Attorneys' Fees and Costs; (ii) the Class Representative Service Awards; and (iii) the
18 PAGA payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide
19 a written report or declaration to the Parties describing the process and results of the
20 administration of the Settlement to date, which report or declaration shall be filed by Plaintiffs
21 with the Court prior to the Final Approval Hearing. If the Court grants final approval of the
22 Settlement, the Settlement Administrator shall post notice of final judgment on its website within
23 seven (7) calendar days of entry of the Judgment.

24 64. Nullification of Settlement. In the event that the Effective Date does not occur,
25 this Settlement shall be treated as void from the beginning and this Stipulation and any documents
26 related to it shall not be used by any Class Member or Class Counsel to support any claim or
27 request for class certification in the Action, and shall not be used in any other civil, criminal or
28 administrative action against Defendants or any of the other Released Parties. In the event an

1 appeal is filed from the order granting final approval or Judgment, or any other appellate review
2 is sought, administration of the Settlement shall be stayed pending final resolution of the appeal
3 or other appellate review. Any fees incurred by the Settlement Administrator prior to it being
4 notified of the filing of an appeal from the Judgment, or any other appellate review, shall be paid
5 by Defendants to the Settlement Administrator.

6 65. No Admission by Defendants. Defendants deny all claims alleged in this Action
7 and deny all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its terms
8 and conditions, nor any of the negotiations connected with it, is a concession or admission, and
9 none shall be used against Defendants as an admission or indication with respect to any claim of
10 any fault, concession, or omission by Defendants. The Parties agree that this Stipulation shall not
11 be admissible in this or any other proceeding as evidence that either Defendants are liable to
12 Plaintiffs or any Class Member, other than according to the terms of this Stipulation.

13 66. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
14 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
15 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
16 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

17 67. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
18 all proceedings in the Action, except such proceedings necessary to implement and complete the
19 Settlement and enter the Judgment. The Parties further stipulate and agree, pursuant to Code of
20 Civil Procedure section 583.330(a), to extend the time within which to bring the Action to trial
21 pursuant to Code of Civil Procedure section 583.310 through 583.360, by that period of time from
22 the date of acceptance of the settlement officer/mediator's proposal, May 14, 2021, to the date of
23 Final Approval, and that said period of time shall not be included in the computation of the five-
24 year period specified in Code of Civil Procedure section 583.310.

25 68. Amendment or Modification. This Stipulation may be amended or modified only
26 by a written instrument signed by counsel for all Parties or their successors-in-interest and
27 approved by the Court.

28

1 69. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
2 agreement between the Parties, and no oral or written representations, warranties, or inducements
3 have been made to Plaintiffs or Defendants concerning this Stipulation or its Exhibits other than
4 the representations, warranties, and covenants contained and memorialized in this Stipulation and
5 its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed
6 binding on the Parties.

7 70. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
8 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
9 to negotiate this Stipulation and to take all appropriate actions required or permitted to be taken
10 by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other
11 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel and
12 Defense Counsel shall cooperate with each other and use their best efforts to effect the
13 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
14 form or content of any document needed to implement the Settlement, or on any supplemental
15 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
16 seek the assistance of the Court to resolve such disagreement. The person(s) signing this
17 Stipulation on behalf of Defendants represents and warrants that he/she/they is/are authorized to
18 sign this Stipulation on behalf of Defendants. Plaintiffs represent and warrant that they are
19 authorized to sign this Stipulation and that they have not assigned any claim, or part of a claim,
20 covered by this Settlement to a third-party. The Parties have cooperated in the drafting and
21 preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same
22 shall not be construed against any of the Parties.

23 71. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
24 inure to the benefit of, the successors and assigns of the Parties.

25 72. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
26 be governed by and interpreted according to the laws of the State of California, without giving
27 effect to any law that would cause the laws of any jurisdiction other than the State of California to
28 be applied.

1 73. Counterparts. This Stipulation may be executed in one or more counterparts. All
2 executed counterparts and each of them shall be deemed to be one and the same instrument. The
3 parties further agree that DocuSign may be used in executing this Stipulation.

4 74. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
5 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
6 this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
7 Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
8 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
9 orders and judgments entered in connection therewith.

10 75. Invalidity of Any Provision. Before declaring any term or provision of this
11 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
12 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
13 all provisions of this Stipulation as valid and enforceable.

14 76. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
15 Class Members are so numerous, it is impossible or impractical to have each Class Member
16 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of
17 the Settlement, and the release of Released Claims and shall have the same force and effect as if
18 this Stipulation were executed by each Participating Class Member and Aggrieved Employees.

19
20 Dated: 2/2/2022, 2021

DocuSigned by:

927EAG79A83047A

Plaintiff Arlis Villalta

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23 Dated: _____, 2021

Plaintiff Erika Gil

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26 Dated: _____, 2021

Plaintiff Katty Zavala

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28

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3 parties further agree that DocuSign may be used in executing this Stipulation.

4 74. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
5 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
6 this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
7 Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
8 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
9 orders and judgments entered in connection therewith.

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17 the Settlement, and the release of Released Claims and shall have the same force and effect as if
18 this Stipulation were executed by each Participating Class Member and Aggrieved Employees.

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Dated: _____, 2021

Plaintiff Arlis Villalta

Dated: 02/02/2022, 2021


Plaintiff Erika Gil

Dated: _____, 2021

Plaintiff Katty Zavala

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2 executed counterparts and each of them shall be deemed to be one and the same instrument. The
3 parties further agree that DocuSign may be used in executing this Stipulation.

4 74. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
5 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
6 this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
7 Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
8 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
9 orders and judgments entered in connection therewith.

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12 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
13 all provisions of this Stipulation as valid and enforceable.

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15 Class Members are so numerous, it is impossible or impractical to have each Class Member
16 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of
17 the Settlement, and the release of Released Claims and shall have the same force and effect as if
18 this Stipulation were executed by each Participating Class Member and Aggrieved Employees.

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20 Dated: _____, 2021

Plaintiff Arlis Villalta

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23 Dated: _____, 2021

Plaintiff Erika Gil

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26 Dated: 02/01/22 _____, 2021

DocuSigned by:
Kattya Zavala

Plaintiff Kattya Zavala

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01 / 25 / 2022
Dated: _____, 2021

Leonardo Lopez

Defendant Leonardo Lopez

01 / 25 / 2022
Dated: _____, 2021

Leonardo Lopez

Leonardo M. Lopez
Defendant Leonardo's Restaurant, Inc.

01 / 25 / 2022
Dated: _____, 2021

Leonardo Lopez

Leonardo M. Lopez
Defendant Leba, Inc.

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01 / 25 / 2022

Dated: _____, 2021

Leonardo Lopez

Leonardo M. Lopez
Defendant El Leon Restaurant, Inc.

01 / 25 / 2022

Dated: _____, 2021

Leonardo Lopez

Leonardo M. Lopez
Defendant Leolo, Inc.

01 / 25 / 2022

Dated: _____, 2021

Leonardo Lopez

Leonardo M. Lopez
Defendant Fermax, Inc.

01 / 25 / 2022

Dated: _____, 2021

Fernando Lopez

Fernando Lopez
Defendant La Noria Entertainment, Inc.

Approved as to form and content:

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DATED: _____, 2021

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